

### Request for Proposals

- ISSUE DATE: October 20, 2016
- DUE DATE: **11:00 a.m. on November 2, 2016 (“Submission Deadline”)**
- INSTRUCTIONS: Proposers must submit 2 paper copies of their Proposal and one electronic copy of their Proposal on a flash drive in a sealed package in person, via mail or courier.
- SUBMIT TO: Houston First Corporation, Attn: General Counsel, 701 Avenida de las Americas, Houston, TX 77010. Proposals submitted by email or fax will be rejected.
- CONTACT: All inquiries and correspondence concerning this RFP must be submitted in writing to the following email address: [bids@houstonfirst.com](mailto:bids@houstonfirst.com). Questions must be received no later than 10:00 a.m. on October 31, 2016.

**OVERVIEW.** Houston First Corporation (“HFC”) is pleased to issue this Request for Proposals (“RFP”) from professional service providers (each a “Proposer” and collectively, “Proposers”) capable of preparing and defending an economic impact study related to specific events to be conducted in and around the George R. Brown Convention Center or other HFC venues in accordance with the requirements of this RFP.

**BACKGROUND.** HFC is a local government corporation created by the City of Houston to facilitate economic growth through the promotion of the greater Houston area and the business of conventions, meetings, tourism, and the arts. HFC is responsible for management and operation of more than ten city-owned buildings and plazas, including the George R. Brown Convention Center (“GRB”), Jones Hall, Wortham Theater, Miller Outdoor Theatre, Talento Bilingue de Houston, and outdoor facilities such as Jones Plaza, Sesquicentennial Park, Ray C. Fish Plaza, Root Memorial Square, and several other landscaped properties and parking facilities.

The State of Texas has created an Events Trust Fund (“ETF”) to assist local jurisdictions with attracting events which will bring out-of-state visitors to Texas. In order to qualify for participation in the state program for a particular event, local jurisdictions must follow a process described in state law, which includes preparing pre-event estimates of the incremental revenue that might be expected as a result of out-of-state travel to the event.

**SCOPE OF SERVICE.** HFC intends to apply for assistance from the ETF from time to time and wishes to engage an economic impact consultant who understands the requirements of the state law and has the capability of preparing economic impact analyses in compliance with the state law requirements. The Scope of Services will include gathering the needed data and preparing and documenting the assumptions that provide and estimate of the economic impact of the event in a format acceptable to the State of Texas.

HFC seeks to engage a firm that can be called on repeatedly as future events and prospective events are identified that are deemed likely to qualify for ETF assistance and for which HFC judges that ETF reimbursement will exceed the cost of applying for the assistance. Accordingly, the selected firm will be asked to propose an arrangement that recognizes the possible recurring nature of the assignment.

**MINIMUM QUALIFICATION.** To be considered responsive to the RFP, each Proposer must be able to demonstrate previous, substantive experience with a state-supported events trust fund.

**FORM OF AGREEMENT.** The Consulting Services Agreement is provided below; the fees and the scope will be determined upon selection. Proposers who cannot accept the terms of the Consulting Services Agreement will not be considered responsive to this RFP.

**BASIS OF SELECTION.** HFC intends to make a selection and enter into a contract with the best-qualified Proposer based on qualifications and pricing of the services. The factors HFC will consider, in equal measure, are as follows:

- Understanding and Experience with the Texas ETF or similar programs in other states – The Proposer should describe their understanding of the nature of the economic impact analysis required by the state and provide information on the firm’s relevant experience.
- Experience of the Lead Consultant with Similar Engagements – The Proposer should provide the name and background of the individual expected to be HFC’s primary contact and the primary author of the economic impact studies.
- Fee Schedule and Recognition of Possible Future Business Opportunity – The Proposer should provide their professional fee schedule and an estimate of the total hours required for one economic impact study. Describe possible adjustments of the fee schedule if (as expected) additional economic impact studies are requested by HFC for future events. At Proposers option, a fixed fee or a compensation cap to an hours-based fee for each economic impact study may be offered.

HFC reserves the right to select or reject all or part of any proposal, waive minor technicalities, and select proposals in the manner and to the extent that they serve the best interests of HFC. This RFP does not commit HFC to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a proposal in response to this RFP. HFC reserves the right to request clarifications/additional information, and/or best-and-final offers from some or all Proposers prior to making a final selection.

**PRE-SUBMITTAL MEETING.** A pre-submittal meeting has not been scheduled and will not be held.

**DIVERSITY.** Proposers should note in their SOQ if they are diversity participants certified by an approved certification agencies defined in the HFC Diversity Program (see [www.houstonfirst.com/Do-Business](http://www.houstonfirst.com/Do-Business)). No specific goal has been established for this initial project due to its limited scope. If additional services, such as other, similar projects are required by HFC, then Proposers should expect that a diversity goal will be established by amendment or a separate agreement signed by both parties.

**PUBLIC INFORMATION.** As HFC is subject to the Texas Public Information Act (“TPIA”), all information submitted by Proposers is subject to release under the provisions of the TPIA set forth in Chapter 552 of the Texas Government Code. Each page where confidential or proprietary information appears must be labeled as such clearly and unambiguously. Proposers will be advised of any request for public information that implicates their materials and will have the opportunity to raise objections to disclosure with the Texas Attorney General at their cost and expense.

**CONFLICTS OF INTEREST.** Proposers are advised that they have an obligation to disclose any affiliation or business relationship that might cause a conflict of interest with HFC. Those who need the disclosure form may find it online at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>. By submitting a proposal, Proposers represent that they are in compliance with the requirements of Chapter 176 of the Tex. Local Gov. Code.

**COLLUSION.** Proposers represent that the contents of their proposals have not been communicated, directly or indirectly, to any potential Proposer and that their submissions are made in compliance with federal and state antitrust laws without previous understanding, agreement or connection with any competitor or other potential Proposer; this restriction is not, however, intended to preclude preliminary negotiations with diversity subcontractors.

**WITHDRAWAL; ERROR.** Proposals may be withdrawn due to errors or for any other reason online or by submitting a written request by email prior to the Submission Deadline.

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) is made by and between Houston First Corporation, a Texas local government corporation whose address is 1331 Lamar St., Ste. 700, Houston, Texas 77010 (“HFC”), and [TBD] whose address is [TBD] (“Consultant”). In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Services. Consultant agrees and shall undertake and complete one or more economic impact studies for and on behalf of HFC pursuant to the State of Texas Event Trust Funds, including all necessary estimates and assessments (each a “Study” and, collectively the “Studies”) in accordance with this Agreement, and the Scope of Services attached hereto as [TBD] and made a part hereof for all purposes.
2. Payment. Subject to all terms and conditions of this Agreement, Consultant agrees to provide services on an [TBD] basis, in accordance with the Fee Schedule set forth in [TBD] attached hereto and made a part hereof for all purposes.
3. Invoicing. Consultant will be paid on the basis of monthly invoices submitted by Consultant following each month in which services are performed. If any item in any invoice is disputed by HFC for any reason, such as inadequate description or supporting documentation, then HFC shall temporarily delete the disputed item and pay the remaining amount of the invoice; provided, however, that HFC shall promptly notify Consultant of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, Consultant shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.
4. Expenses. Reasonable expenses incurred by Consultant in the performance of its services hereunder will be reimbursed at cost; provided such expenses are approved in advance and in writing by HFC. For the avoidance of doubt, the parties agree that reimbursable expenses shall not include first-class airfare/hotel accommodation, overhead or general administrative costs.
5. Standard of Care. Consultant shall undertake its services expeditiously, commensurate with the best interests of HFC, and at all times in a manner consistent with the skill, judgment, diligence, and care ordinarily provided by persons performing comparable services. Consultant shall act in accordance with applicable laws and observe high standards of ethics in the conduct of its services and responsibilities under this Agreement. Consultant shall not take for itself or divert to a third party any corporate opportunity arising out of this Agreement or discovered otherwise through the use of HFC property or information. Consultant shall not subcontract or delegate any portion of the services without the advanced written consent of HFC.
6. Confidential Information. Consultant agrees to and shall hold all Confidential Information in strict confidence and protect it with the same degree of care with which the Consultant protects its own confidential information, but in any event with no less than a commercially reasonable standard of care. Consultant shall restrict use of Confidential Information to purposes necessary to fulfill its service obligations hereunder. As used herein, the term “Confidential Information” shall mean any information relating to the business, operations, plans, finances, or assets of HFC (whether oral or written, and whether in electronic or other form) disclosed to Consultant or learned or developed by Consultant in connection with the performance of by Consultant under this Agreement.

7. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or, if earlier, on the third day following deposit with the United States Postal Service by registered or certified mail, return receipt (or electronic return receipt) requested, Federal Express, UPS, or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8. Termination. Either party may terminate its performance under this Agreement if the other party defaults and fails to cure after receiving notice thereof. Default occurs if a party fails to perform one or more of its duties hereunder. If a default occurs, then the injured party shall notify the defaulting party describing the default and the proposed termination date. The date must be at least 30 calendar days after receipt of the notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, then the proposed termination is ineffective. If the defaulting party does not cure the default before the proposed termination date, then this Agreement shall terminate on the termination date without further notice.

9. Independent Contractor. The relationship of Consultant to HFC shall be that of an independent contractor. Consultant has the authority to select the means, methods and manner of providing services subject to the terms, conditions, and specifications in this Agreement. No principal/agent, partnership, joint venture, joint employer, or other relationship, other than an independent contractor relationship, is created or intended by this Agreement. Consultant is not an agent of HFC and is not authorized to transact business, enter into agreements, or otherwise make commitments on behalf of HFC.

10. Survival. The parties shall remain obligated under any section of this Agreement that expressly or by nature extends beyond the expiration or termination of the term of this Agreement.

11. Severability. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions of this Agreement to another person or circumstance shall not be affected thereby.

12. Applicable Law. The Agreement shall be governed by the laws of the State of Texas, without regard to any conflict of law provisions. Litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas.

13. Non-Waiver. Neither course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

14. Extent of Agreement. This Agreement, including the exhibit made a part hereof, represents the entire and integrated agreement between HFC and Consultant and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may not be altered or amended except in writing executed on behalf of all of the parties.

[Signature block, Scope of Services, and Fee Schedule to follow in final contract]